

Tax Map Nos. 20A1-3-5 and 20A1-3-6 0094 SEP 17 2

UECA ENVIRONMENTAL COVENANT

This environmental covenant is made and entered into as of the 17th day of September, 2014, by and between Honeywell International Inc. (Honeywell), to be indexed as Grantor, whose address is 101 Columbia Road, Morristown, NJ, 07962-1219 (Grantor or Owner), and Clean Water Project, Inc., to be indexed as Grantee, whose address is 6799-A Kennedy Road, Warrenton, Virginia 20187 (hereinafter referred to as the Grantee or Holder).

The United States is named as a third-party beneficiary of the covenants, conditions and restrictions set forth below for the purpose of enforcing these covenants, conditions and restrictions.

This environmental covenant is executed pursuant to the Virginia Uniform Environmental Covenants Act, § 10.1-1238 *et seq.* of the Code of Virginia (UECA), and the U.S. Environmental Protection Agency (EPA) shall be the "Agency" as defined therein. This environmental covenant subjects the Property identified in Paragraph 1 to the activity and use limitations in this document.

1. Property Affected.

The property affected (Property) by this environmental covenant is located in the vicinity of Kendrick Lane, Front Royal, Virginia 22630, and was conveyed unto Honeywell from General Chemical Corporation by Deed dated June 2, 2004, which was recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia as Instrument Number 040005928. The Property is more particularly described in Exhibit A (Metes and Bounds Description of the Property).

The Property is adjacent to the Avtex Fibers Superfund Site (the Avtex Site). The Avtex Site is depicted as Areas 1, 2, 2A, 2B, 3, 4 and 6 in the map attached hereto as Exhibit B (Map of the Avtex Fibers Superfund Site and the Property). Grantor owns Area 5 (the Property), but does not own Areas 1, 2, 2A, 2B, 3, 4 and 6, in the map attached hereto as Exhibit B.

This environmental covenant pertains only to Area 5 as depicted in the map attached hereto as Exhibit B.

Activity and use limitations pertaining to Areas 1, 2, 2A, 2B, 3, 4 and 6 and depicted in the map attached hereto as Exhibit B shall be addressed under other legal instruments.

2. Description of Contamination & Remedy at the Avtex Site.

a. Pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (CERCLA), 42 U.S.C. § 9605, EPA placed the Avtex Site on the National Priorities List, set forth in 40 C.F.R. Part 300, Appendix B, on June 10, 1986. EPA has been involved in selecting and implementing a number of removal and remedial actions (also known as "environmental response projects" as that term is defined at Section 10.1-1238 of UECA) under CERCLA at the Avtex Site from at least 1988. EPA's selection of removal actions are embodied in Action Memoranda, and EPA's selection of remedial actions are embodied in Records of Decision (RODs). EPA selected the remedial action in phases, or

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Operable Units (OUs) as they are known under CERCLA, at the Avtex Site by issuing a number of OU RODs. Portions of the OU RODs were modified by two Explanations of Significant Differences (ESDs) and a Memorandum to the Administrative Record File documenting a minor modification to the remedial actions (Minor Modification Memorandum). Copies of all of the Action Memoranda, OU RODs, ESDs and the Minor Modification Memorandum for the Avtex Site are available online at: <http://www.epa.gov/reg3hwmd/npl/VAD070358684.htm>. FMC Corporation (FMC) has been involved in implementing certain of those removal and remedial actions at the Avtex Site from 1986.

b. The administrative records pertaining to the environmental response projects described in the Action Memoranda, the RODs, the ESDs and the Minor Modification Memorandum are located at the locations listed below:

US EPA Region III, Sixth Floor Docket Room
1650 Arch Street, 6th Floor
Philadelphia, Pennsylvania 19103
(215) 814-3024

Samuels Public Library
538 Villa Avenue
Front Royal, VA 22630
(540) 635-3153.

The administrative records are also available online at:
http://loghead.epa.gov/arweb/public/search_results.jsp?siteid=VAD070358684.

c. The United States and FMC executed a Consent Decree in *United States v. FMC Corporation*, Civil Action No. 5:99CV00054 (W.D. Va. 1999), which was entered by the United States District Court for the Western District of Virginia on October 21, 1999, and which requires FMC to finance and perform certain removal and remedial actions at the Avtex Site. A copy of the Consent Decree is available online at: <http://www.epa.gov/reg3hwmd/npl/VAD070358684.htm>.

3. Activity & Use Limitations.

The Property is subject to the following activity and use limitations, which shall run with the land and are binding on Grantor and any successors, assigns, tenants, agents, employees, and any other persons under its control, until such time as this environmental covenant may terminate or be amended as provided by law:

- a. Groundwater beneath the Property shall not be extracted or used for any purpose, except as may be required by EPA or the Virginia Department of Environmental Quality (DEQ) for groundwater monitoring and/or remediation. No groundwater extraction wells shall be installed on the Property, until and unless, approved, in writing, by EPA.
- b. Residential dwellings of any kind are prohibited on the Property.
- c. Accumulation of trash, refuse, junk or any other unsightly material is not permitted on the Property.

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- d. Hunting or trapping of animals is prohibited on the Property.
 - e. The Property in the flood plain areas as depicted as "100 Yr. Flood Zone (Zone AE)" in Exhibit B (Flood Zone) is restricted to conservancy, open space and park usage, and may include hiking, non-motorized biking, or nature trails. Commercial logging or commercial tree cutting in this area is prohibited. Any cutting of trees in this area shall be performed only to maintain hiking trails, non-motorized biking trails, nature trails, wildlife refuges or wetlands areas and shall be performed in accordance with best management practices (BMPs) that are defined by the Virginia Department of Forestry or other such Virginia agency to which authority for defining such BMPs may be assigned.
 - f. Display of billboards, signs, or other advertisements is not permitted in or over the Flood Zone, except for such signage that is customary and appropriate for parks, trails for biking or hiking and wildlife refuges.
 - g. No permanent or temporary building or structure shall be built or maintained in the Flood Zone, except for buildings customary and appropriate for park usage parks, trails for biking or hiking and wildlife refuges, such as park ranger's stations, boat landings, storage or maintenance buildings, bathrooms and fences.
4. The United States as Third-Party Beneficiary. The United States is expressly granted the power to enforce the covenants, conditions, and restrictions set forth in Paragraph 3 above. This environmental covenant may not be terminated or modified without the express written consent of the United States, nor may a Holder be removed or replaced without the express written consent of the United States.
5. Compliance and Use Reporting.
- a. Beginning on October 28, 2017, and every five years thereafter, or whenever else requested in writing by EPA, the then current owner of the Property shall submit, to EPA and the Holder, written documentation stating whether or not the activity and use limitations in this environmental covenant are being observed. This documentation shall be signed by a qualified official of the then current owner who has inspected and investigated compliance with this environmental covenant.
 - b. In addition, within one month after any of the following events, the then current owner of the Property shall submit, to the United States, EPA, DEQ and the Holder, written documentation describing the following: noncompliance with the activity and use limitations in this environmental covenant; transfer of the Property; changes in use of the Property; or filing of applications for building permits for the Property and any proposals for any Avtex Site work, if such building or proposed Avtex Site work will affect the contamination on the Property subject to this environmental covenant.

6. Access by the Holder, EPA and DEQ 00097 SEP 17 2

In addition to any other rights granted to the Holder, EPA and DEQ, this environmental covenant grants to the Holder, EPA and DEQ an irrevocable, permanent and continuing right of access at all reasonable times to the Property for the purposes of:

a. Performing or implementing any activity relating to the removal or remedial actions required by the Consent Decree or otherwise required by EPA or DEQ;

b. Verifying any data or information submitted to EPA or DEQ;

c. Verifying or monitoring that no action is being taken on the Property in violation of the terms of this environmental covenant or any federal or state environmental laws or regulations;

d. Monitoring removal or remedial actions on the Avtex Site and conducting investigations related to contamination on or near the Avtex Site, including, but not limited to, sampling of air, water, sediments and soils;

e. Conducting periodic reviews of any removal or remedial actions, including but not limited to, reviews required by federal or state environmental laws or regulations;

f. Implementing additional or new removal or remedial actions if EPA, in its sole discretion, determines that such actions are necessary to protect human health and/or the environment; and

g. Enforcing or monitoring compliance with the terms, conditions and restrictions of this environmental covenant as set forth in Paragraph 9 below.

7. No Limitation.

Nothing in this environmental covenant shall limit or otherwise affect EPA's rights of entry and access or EPA's authority to take removal or remedial actions under CERCLA, the National Oil and Hazardous Substances Pollution Contingency Plan, or other federal law.

8. Notice Requirement.

The Grantor shall notify the United States, EPA, DEQ and the Holder in writing sixty days prior to closing on any proposed conveyance of any interest in any portion of the Property. Grantor shall include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases, and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED _____, 2014, RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF WARREN COUNTY ON _____, 2014, INSTRUMENT NUMBER _____, IN FAVOR OF, AND ENFORCEABLE BY CLEAN WATER PROJECT, INC., THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

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**AND THE UNITED STATES AND THEIR SUCCESSORS AND
ASSIGNS.**

Within 30 days of the date any such instrument of conveyance is recorded, Grantor shall provide the United States, EPA, DEQ and the Holder with a file-stamped copy of said instrument with a copy of the recording receipt attached.

9. Enforcement.

The United States, on behalf of EPA, and the Holder shall be entitled to enforce the terms of this environmental covenant by resort to specific performance or legal process. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of the United States and the Holder, and any forbearance, delay or omission to exercise their rights under this environmental covenant in the event of a breach of any term of this instrument shall not be deemed a waiver by the United States or the Holder of such term or of any subsequent breach of the same or any other term, or of any of the rights of the United States, EPA or the Holder under this instrument.

10. Notices.

Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the others shall be in writing and shall either be served personally or sent by certified mail, return receipt requested, addressed as follows:

To the United States:

Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044

To EPA:

Chief, Remediation Branch No. 3 (3RC43)
Office of Regional Counsel
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

EPA Project Coordinator (3HS23)
Office of Superfund Site Remediation
U.S. Environmental Protection Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

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To Grantor:

Honeywell International Inc.
Attention: Tom Byrne
101 Columbia Road
Morristown, NJ 07962-1219

To Clean Water Project, Inc.

President
Clean Water Project, Inc.
6799-A Kennedy Road
Warrenton, Virginia 20187

To Virginia Department of Environmental Quality

Office of Remediation Program
Virginia Department of Environmental Quality
629 East Main Street
Richmond, Virginia 65241.

11. Prior Liens and Encumbrances.

Based on a title search conducted by the Grantor on the Property prior to execution of this environmental covenant, the Grantor represents that there are no encumbrances or liens on the Property to which this environmental covenant would be subordinate except those expressly listed in Exhibit C hereto. Any other liens or encumbrances recorded on the Property will be subordinate to this environmental covenant.

12. Recording, Proof and Notification.

a. In accordance with 9VAC 15-90-40(B)(1), the Grantor shall submit to DEQ a copy of this environmental covenant and the accompanying fee required to be paid pursuant to 9VAC 15-90-40 prior to recording or causing this environmental covenant to be recorded, as required by Paragraph 12.b of this environmental covenant, immediately below.

b. Within 90 days after the date of execution of this environmental covenant, the Grantor shall record, or cause to be recorded, this environmental covenant with the Clerk of the Circuit Court of Warren County. The Grantor shall likewise record, or cause to be recorded, any amendment, assignment, or termination of this environmental covenant with the Clerk of the Circuit Court of Warren County within 90 days of their execution. Any UECA environmental covenant, amendment, assignment, or termination recorded outside of these periods shall be invalid and of no force and effect.

c. The Grantor shall send a file-stamped copy of this environmental covenant, and of any amendment, assignment, or termination, to the Holder, the United States, EPA and DEQ with a copy of the recording receipt attached within 60 days of recording. Within that time period, the Grantor also shall send a file-stamped copy to the chief administrative officer of Warren County,

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any persons who are in possession of the Property who are not the Grantors, and any other parties to whom notice is required pursuant to UECA.

13. Liberal Construction.

This instrument shall be liberally construed in favor of the rights, covenants, conditions, and restrictions granted in this environmental covenant. If any provision of this environmental covenant is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

14. Severability.

If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this environmental covenant, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

15. Termination or Amendment.

This environmental covenant is perpetual and runs with the land unless terminated or amended (including assignment) in accordance with UECA.

16. Enforcement of Environmental Covenant.

This environmental covenant shall be enforced in accordance with § 10.1-1247 of the Code of Virginia.

17. Successors and Assigns.

The rights and obligations stated herein shall inure to and be binding on the successors and permitted assigns of the parties to this environmental covenant.

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ACKNOWLEDGMENTS:

GRANTOR

HONEYWELL INTERNATIONAL INC.

By:

Evan van Hook

Corporate V.P., Health, Safety,
Environment and Sustainability
Honeywell International Inc.
101 Columbia Road
Morristown, NJ 07960

COMMONWEALTH OF NEW JERSEY

CITY/COUNTY OF PASSAIC

On this 8th day of September, 2014, before me, the undersigned officer, personally appeared Evan van Hook who acknowledged himself/herself to be the person whose name is subscribed to this environmental covenant, and acknowledged that s/he freely executed the same for the purposes therein contained.

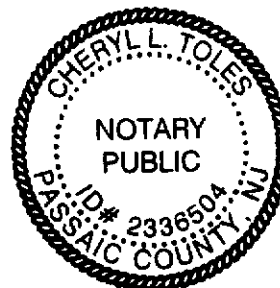
In witness whereof, I hereunto set my hand and official seal.

My commission expires: 10/27/15

Registration #: 2336504

Cheryl L. Toles

Notary Public



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HOLDER

CLEAN WATER PROJECT, INC.

By: 

Joseph T. Ivers

President

Clean Water Project, Inc.

6799-A Kennedy Road

Warrenton, Virginia 20187

COMMONWEALTH OF VIRGINIA

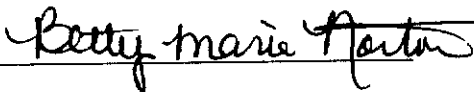
CITY/COUNTY OF Fauquier

On this 9th day of September, 2014, before me, the undersigned officer, personally appeared Joseph T. Ivers, who acknowledged himself to be the person whose name is subscribed to this environmental covenant, and acknowledged that he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: 3/31/2016

Registration #: 265560



Notary Public



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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

APPROVED by the United States Environmental Protection Agency as required by § 10.1-1238
et seq. of the Code of Virginia.

By: Cecil A. Rodrigues
Cecil A. Rodrigues, Director
Hazardous Site Cleanup Division
United States Environmental Protection
Agency
Region III
1650 Arch Street
Philadelphia, PA 19103

COMMONWEALTH OF PENNSYLVANIA

CITY/COUNTY OF Philadelphia

On this 16th day of SEPTEMBER, 2014, before me, the undersigned officer, personally
appeared Cecil A. Rodrigues who acknowledged himself to be the person whose name is
subscribed to this environmental covenant, and acknowledged that he freely executed the same
for the purposes therein contained.

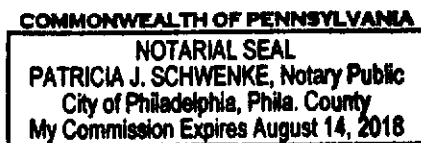
In witness whereof, I hereunto set my hand and official seal.

My commission expires: 08-14-2018

Registration #: _____

Patricia J. Schwenke

Notary Public



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SEEN AND RECEIVED by the Virginia Department of Environmental Quality,

By:

Durwood H. Willis

Durwood H. Willis, Director
Office of Remediation Programs
Department of Environmental Quality
629 E. Main Street
Richmond, Virginia 23218

COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND

On this 15 day of September, 2014, before me, the undersigned officer, personally appeared Durwood H. Willis who acknowledged himself to be the person whose name is subscribed to this environmental covenant, and acknowledged that he freely executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: February 28, 2018

Registration #: 207528

Michelle R. Wells

Notary Public

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BENEFICIARY

THE UNITED STATES OF AMERICA

SAM HIRSCH

Acting Assistant Attorney General

U.S. Department of Justice

Environment and Natural Resources Div.

By: James A. Lofton

JAMES A. LOFTON

Counsel to the Chief

U.S. Department of Justice

Environment and Natural Resources Div.

Environmental Enforcement Section

P.O. Box 7611

Washington, D.C. 20044

VERIFICATION

STATE OF KANSAS

)

SS.

COUNTY OF JOHNSON

)

BE IT REMEMBERED, THAT ON THIS 11th day of September, 2014, before me, the undersigned Notary Public in and for the County and State aforesaid, came James A. Lofton, who is personally known to me to be the same person who executed the above and foregoing instrument and duly acknowledged the execution of the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my notarial seal on the day and year last above written.

Kent Johnson

Notary Public

My appointment Expires: 7/23/15

KENT JOHNSON
NOTARY PUBLIC
STATE OF KANSAS
My Appt Exp 7/23/15

EXHIBIT A 000106 SEP 17 2

**METES AND BOUNDS DESCRIPTION OF THE
PROPERTY**

WARREN COUNTY, VIRGINIA
LAND RECORDS

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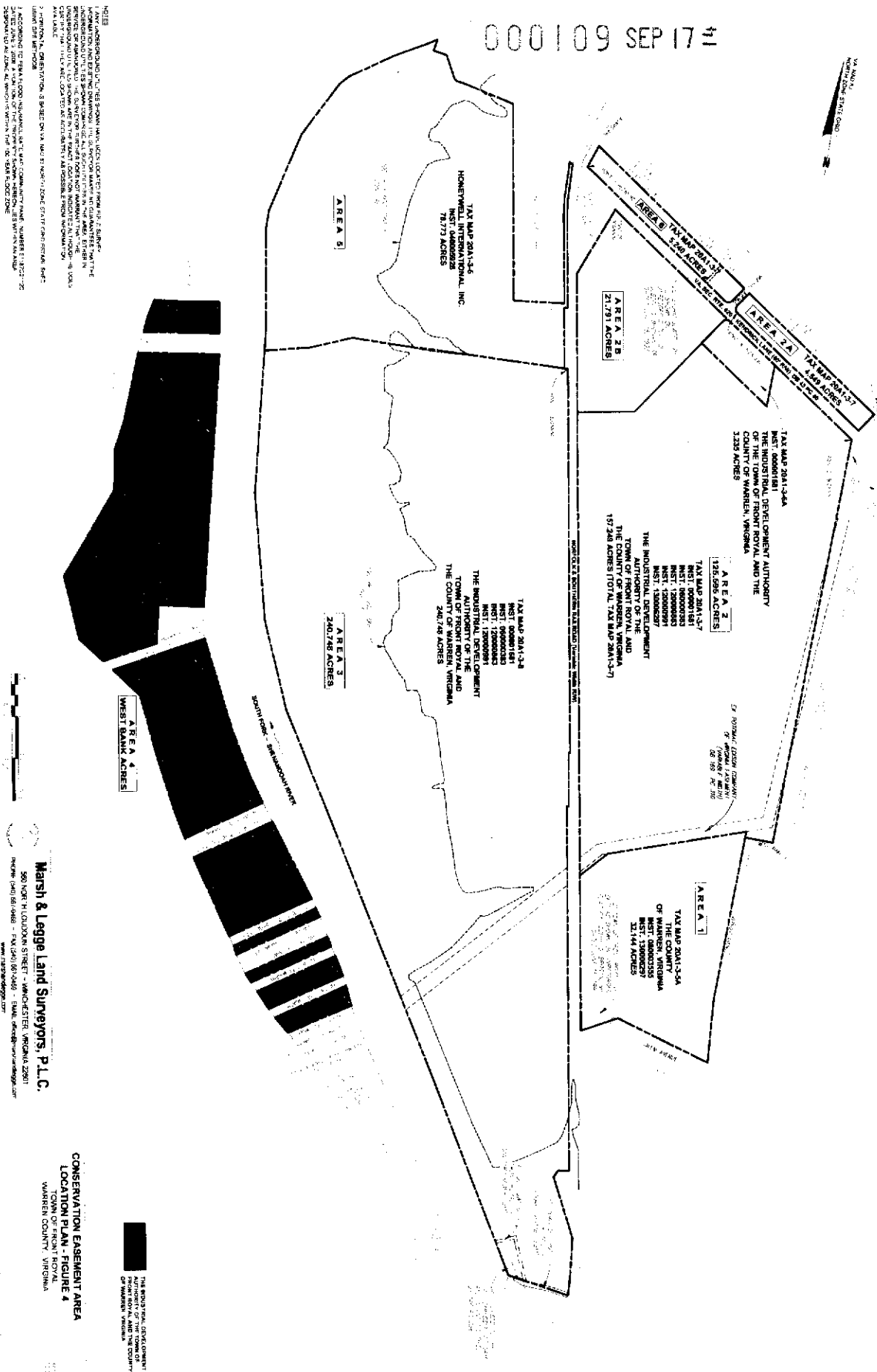
Beginning at a point in the center of Kendrick Lane (also known as Kendrick Road) and in the Right of Way of the Norfolk Southern Railroad. Thence with the railroad right of way S08°00'35"E 408.63', S10°00'35"E 355.80', S09°47'35"E 248.00', S09°51'57"E 32.50', S80°08'03" W 25.00', S09°51'57"E 431.00'. Thence with 5 Lines to the Shenandoah River S88°38'03"W 826.00', S87°50'03"W 330.00', S89°20'03"W 378.00', S67°50'03"W 316.80', S76°48'03"W 357.77'. Thence with the Shenandoah River N05°59'57"W 648.00', N08°09'57"W 200.00', N06°05'03"E 295.00', N12°11'45"E 298.00', N22°18'22"E 478.00', N39°50'03"E 198.00', N57°20'03"E 410.00', N59°17'33"E 273.07'. Thence away from the river S09°33'18"W 72.54', S80°26'42"E 100.00', S28°15'21"E 178.00', S55°45'21"E 23.00', S84°00'55"E 45.92', S77°00'23"E 385.00'. Thence with the line of Old Virginia Industrial S09°56'45"E 1397.18', N83°32'03"E 360.00', N09°47'35"W 248.00', N10°00'35"W 355.80', N08°00'35"W 431.96'. Thence S54°59'51"E 34.19' to the Point of Beginning and containing 78.773 acres of land.

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EXHIBIT B

**MAP OF THE AVTEX FIBERS SUPERFUND SITE
AND THE PROPERTY**

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Marsh & Legge Land Surveyors, P.L.C.
560 NOR' H. LONDON STREET - WINCHESTER, HANTS RG1 1JH
PHONE (UK) 061-944680 - FAX (UK) 061-944680 - EMAIL office@marshandlegge.com
www.marshandlegge.com

CONSERVATION EASEMENT AREA
LOCATION PLAN - FIGURE 4
TOWN OF FRONT ROYAL
WARREN COUNTY, VIRGINIA

EXHIBIT C

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**LIST OF EXISTING LIENS AND
ENCUMBRANCES FOR THE PROPERTY**

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EASEMENTS, RIGHT OF WAY & RESERVATIONS:

**Deed of Easement dated 03/14/2011, and recorded
03/30/2011 in Instrument No. 110001640.**

**Deed of Easement dated 11/02/2001, and recorded
11/13/2001 in Instrument No. 010008678.**

**Deed of Easement dated 01/22/1941, and recorded
01/23/1941 in Deed Book 49 at Page 306.**

**Right of Way dated 11/08/1939 and recorded 03/04/1940 in
Deed Book 47 at Page 490.**

**Deed of Easement dated 12/11/1939, and recorded
12/22/1939 in Deed Book 47 at Page 285.**

INSTRUMENT #140004559
RECORDED IN THE CLERK'S OFFICE OF
WARREN COUNTY ON
SEPTEMBER 17, 2014 AT 03:45PM

JENNIFER P. SIMS, CLERK
RECORDED BY: SPK

